

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexidia Inc.	FORMERLY Fast-Talk Communications, Inc.	07/05/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1 Pierrepont Plaza, 7th Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76068865	FAST-TALK	
Serial Number:	78326283	NEXIDIA	
Serial Number:	78326277	NEXMINER	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
Correspondent Name:	WSGR, c/o Nancy Bouch		
Address Line 1:	650 PAGE MILL ROAD		
Address Line 2:	FH 2-1 /P10		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	8834.254		
NAME OF SUBMITTER:	Nancy Bouch		

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TRADEMARK
REEL: 003345 FRAME: 0390

Signature:	/s/Nancy Bouch
Date:	07/06/2006
Total Attachments: 3 source=MS Nexidia Inc. Trademarks (GSA)#page1.tif source=MS Nexidia Inc. Trademarks (GSA)#page2.tif source=MS Nexidia Inc. Trademarks (GSA)#page3.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 5, 2006, is executed by Nexidia Inc., a Delaware corporation ("**Debtor**"), in favor of Morgan Stanley Senior Funding, Inc. ("**Secured Party**").

A. Reference is made to a Loan and Security Agreement, dated as of July 5, 2006 (the "**Loan Agreement**"), by and between Debtor, Secured Party, as Agent, and the other Lenders party thereto.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "**Trademarks**");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Loan Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: **MORGAN STANLEY SENIOR FUNDING, INC.**
1 Pierrepont Plaza, 7th Floor
Brooklyn, NY 11201

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

NEXIDIA INC.

By: 

Name: Jon Ezrine

Title: SVP Bus Dev & CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Fast-Talk	June 12, 2000	76/068,865
NEXIDIA	November 11, 2003	78/326,283
NEXMINER	November 11, 2003	78/326,277

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None.		